

METROSCAN

Spokane County Property Profile

Parcel # : 35181 0032	Bldg # : of	Total : \$1,264,860
Owner : City of Spokane		Land : \$1,264,860
CoOwner :		Struct :
Site : 832 N Howard St Medical Lake 99022		%Imprvd :
Mail : 808 W Spokane Falls Blvd Spokane Wa 99201		Excise# : 6982
TxpyrNam : City of Spokane		Exempt :
TxBillAdd : 808 W Spokane Falls Blvd Spokane Wa 99201		Type :
Xfered : 05/25/2000	Doc # : 4483487 M	TaxDist : 0012 Spokane
Price :	Deed : Warranty	2016 Tax :
Pr Xfer :	PrDoc# :	IrrTax :
Pr Price :		SWTax :
Land Use : 67 Gov,Service		TaxRate : .01424
Legal : 18-25-43 THAT PTN OF THE SW1/4 OF		School : SPOKANE
: THE NE1/4 DAF; COMMENCING AT A PT		S: 18 T: 25N R: 43E Q: NE
: ON THE WLY R/W LN OF WASHINGTON ...		<u>Phone</u>
Nghbrhd : 3518C		Owner :
Census : Tract : 139.00	Block : 3	Tenant :

Bedrooms :	Living SF :	Lot Acres : 2.64
TotlBaths :	Bldg SF :	Lot SF : 114,987
HalfBaths :	Bsmt % :	Lot Dimens :
FullBaths :	BsmtFin % :	Garage :
Air Cond :	Stories/Hgt :	Garage SF :
Heating :	Attic :	Deck :
HeatSourc :	Quality :	Deck SF :
Fireplace :	Condition :	Patio :
Rng/Oven :	Bldg Matl :	Patio SF :
TrashComp :	Style :	Porch :
Dishwshr :	RoofCover :	Porch SF :
GarbgDisp :	RoofShape :	Year Built :
Intercom :	Extior Wall :	FloorCover :
Vacuum :	Interior :	MiscImpv1 :
Pool :	Foundation :	MiscImpv2 :

TRANSFER INFORMATION

OWNERS NAMES	DATE	DOC#	PRICE	DEED	LOAN	TYPE
:City of Spokane	:05/25/2000	4483487:		:Warrant	:	:
:Inland Northwest Corporation	:02/11/1998	4186807:		:Quit Cla	:	:
:	:	:		:	:	:
:	:	:		:	:	:
:	:	:		:	:	:
:	:	:		:	:	:

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ASSIGNMENT AND ASSUMPTION OF LEASES

FOR VALUE RECEIVED, UNION PACIFIC LAND RESOURCES CORPORATION ("Assignor"), a Nebraska corporation, acting by and through its duly authorized Senior Vice President, has ASSIGNED AND TRANSFERRED, and by these presents does ASSIGN AND TRANSFER unto GOODALE & BARBIERI COMPANIES ("Assignee") all of Assignor's right, title and interest in and to the tenant leases and license agreements ("Leases and Licenses") now or hereafter affecting the real property ("Property"), described on Exhibit A, which Leases and Licenses, and all amendments thereto, are described on Exhibit B, together with all security deposits and other deposits held by Assignor under the terms of said Leases and Licenses.

TO HAVE AND TO HOLD the Leases and Licenses unto Assignee, its successors and assigns. This assignment is made and accepted without recourse against Assignor as to the performance by any party under such Leases and Licenses.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Leases and Licenses accruing after the date hereof, and (b) indemnify and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Leases and Licenses after the date hereof, and (2) claims under the Leases and Licenses by the tenants named in the Leases and Licenses accruing after the date hereof.

All exhibits attached to this Agreement are incorporated herein for all purposes.

The covenants, agreements, representations, and warranties contained herein shall inure to and be binding upon the parties, their successors and assigns.

RECEIVED
FILED OR RECORDED
REQUEST OF FIRST AMERICAN TITLE

JUN 19 12 43 PM '90

WILLIAM E. DONAHUE
AUDITOR
SPOKANE, COUNTY, WASH.

FREESE

68759 msa

1200

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Dated the 29th day of May, 1990.

In Presence of:

UNION PACIFIC LAND RESOURCES
CORPORATION (Assignor)

Russell Dominguez

By

[Signature]
President

Attest:

[Signature] (Seal)
Assistant Secretary

In Presence of:

GOODALE & BARBIERI COMPANIES
(Assignee)

By

[Signature]
President

Attest:

[Signature] (Seal)
Secretary



STATE OF WASHINGTON, }
County of SPOKANE } ss.

I certify that I know or have satisfactory evidence that DONALD K. BARBIERI
signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the
PRESIDENT of
GOODALE & BARBIERI COMPANIES. to be that free and voluntary
act of such party for the uses and purposes mentioned in the instrument.

Dated: May 31st, 1990.

Pharon L. Stolz
Notary Public for the State of Washington

My appointment expires 3-9-91

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Dated the 29th day of May, 1992.

In Presence of:

UNION PACIFIC LAND RESOURCES
CORPORATION (Assignor)

Donald D. [Signature] BY [Signature] President
S. Vice

Attest:

[Signature]
Assistant Secretary

(Seal)

In Presence of:

GOODALE & BARBIERI COMPANY
(Assignee)

By

President

Attest:

Secretary (Seal)

STATE OF CALIFORNIA)

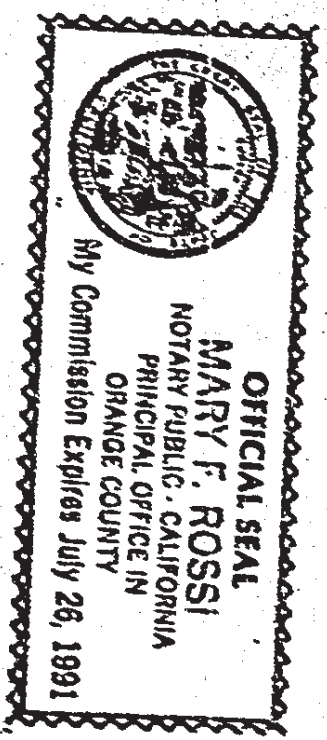
) ss

COUNTY OF ORANGE)

On this 29th day of May, 1990, before me, a Notary Public in and for said State and County, personally appeared L. E. Olson and F. K. Compton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Senior Vice President and Assistant Secretary, respectively, on behalf of Union Pacific Land Resources Corporation, the corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its Bylaws or a Resolution of its Board of Directors.

Witness my hand and official seal.

Mary F. Rossi
Notary Public



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EXHIBIT A

PARCEL NO. A: A parcel of land situate in the SW1/4 of the NE1/4 of Section 18, Township 25 North, Range 43 East, W.M., in the City of Spokane, Spokane County, Washington, bounded and described as follows:

Commencing at a point on the Westerly right of way line of Washington Street, 66 feet wide as now established, that is 20.0 feet normally distant Northerly from the East-West centerline of said Section 18; thence along said Westerly line, North 02°22'39" East, 154.3 feet to the NE corner of a parcel of land described as Parcel 2 and conveyed by Union Pacific Land Resources Corporation to the City of Spokane by Quit Claim Deed dated December 30, 1974 and recorded in Volume 215, Page 507, as Auditor's No. 7412310097, Records of said County, said corner also being the TRUE POINT OF BEGINNING; thence along the Northerly line of said deeded parcel and parallel with said East-West centerline, North 89°39'06" West, 575.77 feet to a point on the Northeasterly line of the 60-foot wide right of way of the former Great Northern Railway Company; thence along said Northeasterly line, North 53°21'06" West, 155.64 feet to a point on a non-tangent curve, concave Southwesterly, to which point a radial line bears North 77°15'18" East, 383.00 feet, said point being on the Easterly right of way line of Howard Street; thence Northwesterly, along said Easterly line and along said curve, through a central angle of 03°36'11", 24.08 feet; thence North 16°20'53" West, 3.90 feet to a point on the Southwesterly line of the second described parcel of land conveyed by the Seattle & Eastern Construction Company to the Union Depot Company of Spokane Falls by Deed dated September 3, 1889, filed for record November 2, 1889, in the Records of said County and State and identified in the Records of the Union Pacific Railroad Company as OWDA 3010; thence along said Southwesterly line, North 64°49'06" West, 253.96 feet to the most Westerly corner of said deeded parcel, said corner being 400.0 feet normally distant Northerly from the East-West centerline of said Section 18; thence parallel with said centerline, South 89°39'06" East, 947.00 feet, more or less, to a point on said Westerly right of way line of Washington Street; thence along said Westerly line, South 02°22'39" West, 225.95 feet, more or less, to the TRUE POINT OF BEGINNING.

PARCEL NO. B: A parcel of land being all of that portion of Washington Street, situate in the SW1/4 of the NE1/4 of Section 18, Township 25 North, Range 43 East, W.M., in the City of Spokane, Spokane County, Washington, lying between the East-West centerline of said Section 18 and a line that is parallel with and 400.0 feet normally distant Northerly from said East-West centerline.

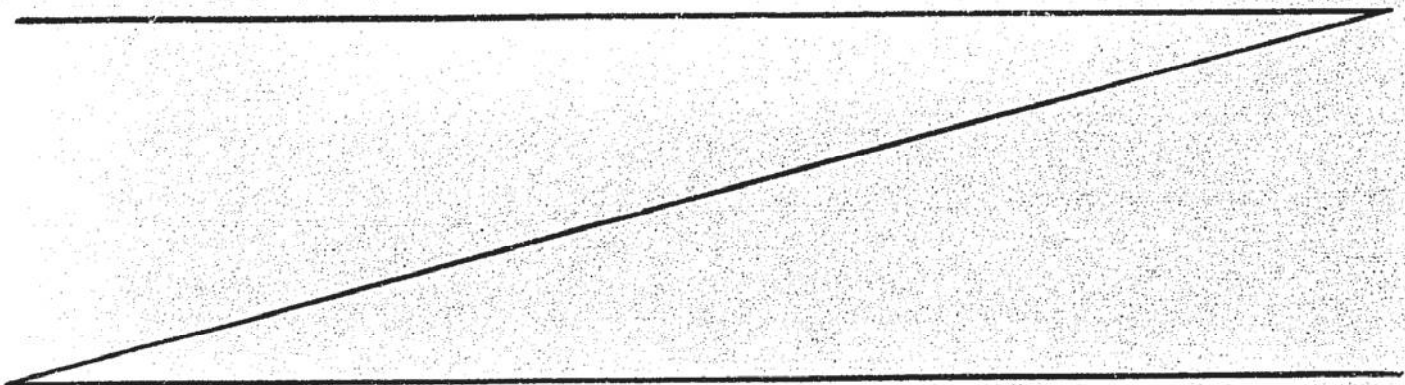


EXHIBIT B

1. Lease Agreement dated June 26, 1986, between Assignor and Park Center Building Company, identified in the records of Assignor as Audit No. 39722, as extended by Extension Rider dated January 16, 1989.
2. Lease Agreement dated January 1, 1988, between Assignor and Carnation Company, identified in the records of Assignor as Audit No. 41987, as assigned to Beverage Company of the Northwest, and extended by Extension Rider dated January 5, 1990.
3. Lease Agreement dated December 30, 1988, between Assignor and Diamond Parking Inc., identified in the records of Assignor as Audit No. 42853.
4. Wire Line Agreement dated July 21, 1983, between Assignor and The Washington Water Power Company, identified in the records of Assignor as Audit No. 35805, as amended and extended by Extension Riders dated July 22, 1983, July 25, 1983, and May __, 1990.
5. Pipe Line Crossing Agreement dated November 23, 1962, between Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and The Washington Water Power Company, as amended on July 7, 1970 and November 13, 1970, and recorded under Auditor's File Nos. 9149483, 5090730 and 5316680 in the records of Spokane County, Washington.



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AFTER RECORDING RETURN TO:
Richard Barbieri
201 W. North River Drive #100
Spokane, WA 99201

INDEXING INFORMATION

Grantor:	Inland Northwest Corporation
Grantee:	Huckleberry Bay Company
Short Legal Description:	PTN SW1/4 NE1/4 18-25-43 and PTNS. of BLK 6 & 8 of KEYSTONE ADD
Tax Parcel Nos.	35181.0032,4202,4203, 4206,4207, 4308,4224,4225,4226,4402,4406

DECLARATION OF COVENANT FOR PARKING USE

THIS DECLARATION is made this 25 day of May, 2000, by and among Inland Northwest Corporation, a Washington corporation ("Declarant" as that term is further defined in the Declaration below) and Huckleberry Bay Company, a Washington corporation ("Permittee").

RECITALS:

WHEREAS, Declarant as Seller and the City of Spokane, a municipal corporation of the State of Washington (utilizing its Spokane Parks and Recreation Department) as Purchaser have entered into that certain Option Agreement dated for reference purposes April 19, 1999 for the purchase and sale of the real property described on Exhibit A (the "Burdened Property") and the City has exercised its Option; and

WHEREAS, the Option Agreement specifies that the Burdened Property shall be acquired subject to the retained right of Declarant (or Declarant's assigns) to have the permanent use of forty-five (45) car parks (with no requirement to reserve specific car park locations if that is not necessary to provide the requisite number of car parks) on the Burdened Property within one (1) block of the Northwest corner of Cataldo and Washington, west of Washington, from 6 a.m. to 6 p.m., Monday through Friday, banking holidays excepted ("Parking Rights"); and

WHEREAS, Declarant, as evidenced by its signature below, has assigned the benefit of Declarant's Parking Rights obligation to Seller's affiliate, Huckleberry Bay Company ("Permittee"), as owner of the real property described on Exhibit B (the "Benefited Property")



and designated this Declaration as the means of evidencing the Parking Rights;

DECLARATION:

NOW, THEREFORE, in consideration of the purchase and sale of the Burdened Property, and with the express understanding that Declarant would not have entered into the sale of the Burdened Property without this Declaration, Declarant hereby declares that the Burdened Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and rights, each of which shall run with the Burdened Property and shall be binding on, and inure to the benefit of, all parties having or acquiring any right, title or interest in the Burdened Property or any part thereof, and shall inure to the benefit of and be the responsibility of all parties having or acquiring any right, title or interest in the Benefitted Property or any part thereof (which successors in interest are included in the term "Permittee" as used hereafter), on the following terms and conditions:

1. Declarant and Property. As used herein, the term "Declarant" includes Inland Northwest Corporation so long as it holds title to the Burdened Property, and thereafter refers to all entities acquiring title to the Burdened Property or any portion of it. The recitals and the Exhibits attached to this Declaration are a part of this Declaration, and are hereby incorporated by this reference.

2. Parking Rights. Declarant, for itself and for its successor and assigns in interest as owners of the Burdened Property, hereby grants the Parking Rights to Permittee, and its successors and assigns in interest as owners of the Benefitted Property, for the use by the tenants and invitees of the Benefitted Property ("Permitted Users"), including ingress and egress over developed streets, driveways and entrances (or approaches) to the Burdened Property, to be located and used as described in this Declaration.

Declarant expressly reserves all rights with respect to the Burdened Property including and without limitation the right to grant easements, licenses and permits to others, subject to the rights granted in this Declaration provided that any easement, license or permit granted to a third party shall require, to the extent removed, altered or destroyed, that alternate adequate means of ingress and egress for vehicular and pedestrian traffic to the Burdened Property be provided for Permittee.

Declarant further reserves unto itself, at its expense, the right to change the location or configuration of the driveways, approaches, streets, parking areas, walkways and utilities which are the subject of the Parking Rights subject only to the requirements that: (i) Declarant provides adequate means of ingress and egress for vehicular and pedestrian traffic and vehicular parking to exercise the Parking Rights; (ii) the car parks are located within the area specified in the Parking Rights; and (iii) the quality of surface and lighting and designation of the car parks are at least equal in quality to those currently utilized for the Parking Rights at the northwest corner of Cataldo and Washington or those used as car parks accessed from Cataldo immediately west of the dairy processing plant as of the date of this Declaration.

No fee shall be charged Permittee or Permitted Users for the right to use and occupy the Property. The value placed upon this Declaration and fees, if any, charged by Permittee to Permitted Users, may be solely determined by Permittee.

3. Maintenance, Signage and Parking Permits. Declarant, or its designated contractor will be responsible for maintaining the areas utilized for the Parking Rights in a manner consistent with the operation of a public parking lot. Maintenance and replacement of all



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grass, shrubs, trees and landscaping shall be the responsibility of the Declarant.

Subject to reasonable approval by Declarant, Permittee shall maintain a sign at the location of the car parks subject to the Parking Rights of the same type and quality as the sign existing as of the date of this Declaration stating the hours parking is available to Permitted Users.

Permittee or its Permitted Users will provide a decal or other display to be affixed or visibly located in the vehicle which identifies the vehicle as being permitted to use the parking space as set forth herein and suitably limits those issued to the number allowed under the Parking Rights. Permittee shall deliver to the Declarant, or its successor and assigns in interest as owners of the Burdened Property, a representative copy of the decal or other display including the number of such decals (or display) issued. No vehicle shall utilize the Parking Rights unless a display is affixed or visibly located therein. Use of Parking Rights without a valid display shall be cause for issuance of a parking ticket and removal upon notice stated herein.

Subject to the prerogatives described in this Declaration, the Permitted Users shall only use the car parks in conformance with such rules as may be established by the Declarant of the same type as for public parking located on property controlled by the City of Spokane, including but not limited to prohibiting any use in a manner which causes damage, nuisance or creates waste of the Burdened Property, which rules Declarant will make available to Permittee for distribution to the Permitted Users.

4. Liabilities for Use. Permitted Users shall be subject to all rights and remedies of the Declarant allowed under applicable law and regulation in the event of violation of the terms of use of the Parking Rights described in this Declaration, including, but not limited to, waiver of all claims against Declarant for loss or liability resulting from use and occupancy of the Burdened Property; provided, however, that removal and/or towing the vehicle of a Permitted User shall follow the notice described in section 9 below.

Declarant and Permittee shall each indemnify and hold the other harmless from all loss, cost, expense, liability or damage arising from their negligence in the use, occupancy, construction, maintenance and replacement of the Burdened Property. The above indemnification and hold harmless relates to personal injury and bodily harm as well as property damage to the Declarant, third persons, Permittee and Permitted Users.

5. Hazardous Material. Permittee shall not release, generate, use, store, dump, transport, handle or dispose of any hazardous material within on or around the Burdened Property or otherwise permit the presence of any hazardous material to be on the Burdened Property. "Hazardous Materials" shall include but is not limited to substances defined as "Hazardous Substances", "Hazardous Materials" or "Hazardous Waste", pursuant to Federal or State law and the regulations promulgated thereto. Permittee shall indemnify and hold harmless the Declarant from all required remediation, damage, or loss (including attorney fees incurred in defending or processing any claim, arising from violation of this obligation.

6. Duration. The duration of this Declaration shall be perpetual except in the event of condemnation of the Burdened Property as described in section 7 below.

7. Condemnation. If a part of the Burdened Property is condemned or taken by duly constituted authority for a public use, all damages shall be payable only to the Declarant and no claim shall be made by Permittee against the Declarant so long as the remaining portion of the Burdened Property is sufficient to provide the Parking Rights. In the event that all of the Burdened Property is condemned or taken by a duly constituted authority for public use, or the



portion remaining is not sufficient to provide the Parking Rights, Permittee is authorized, to the extent provided by law, to file or seek claims with the condemning authority for loss of the Parking Rights and Declarant is not obligated to relocate or replace the car parks on property outside the Burdened Property.

8. Default, Remedies, Corrective Action.

A. Default. The failure or refusal of Declarant or Permittee to perform any of its terms, conditions or obligations under this Declaration shall, after provision of the notice and failure to cure within the time specified as described below, be an event of default.

B. Notice. In the event of a failure or refusal of Declarant or Permittee to perform any of its terms, conditions or obligations under the Declaration, the non-defaulting entity shall deliver to the defaulting entity written notice describing the breach in reasonable detail, proposing acts which may be taken to cure the breach and specifying a period of time for cure which shall not be less than thirty (30) days in which the defaulting entity must either remedy the breach or, in the event of a breach which cannot be remedied within that time frame, commence and vigorously proceed to completion the remedy.

C. Remedies Upon Default. Upon the occurrence of any event of default and after the period of cure contained in the notice, the non-defaulting entity may exercise any remedy or combination of remedies available at law or equity including but not limited to the following:

- (i) Specific performance of any and all obligations required or provided for under this Declaration; and
- (ii) Commence an action at law for damages.

9. Removal of Vehicles. In the event the Declarant finds that Permitted Users are using the Burdened Property in a manner which violates any term of this Declaration, the Declarant may require the vehicle or persons be removed from the Burdened Property. Prior to the removal of a vehicle the Declarant shall give Notice by 1) contacting Permittee at the address set forth herein either telephonically or through mail to inform of the problem and suggest corrective action and 2) post a notice on the vehicle to be removed from the Burdened Property. Twenty-four (24) hours after posted notice the Declarant is authorized to remove the vehicle and take such other action as is reasonably necessary including storage or impoundment all in accordance with applicable law and regulations. No claim or suit shall be brought against the Declarant for removal of vehicles under this paragraph.

10. No Leasehold Interest. Permittee and Declarant acknowledge that this Declaration is a reservation of rights and not a lease of the Burdened Property. Permittee has no possessory interest in the Burdened Property, pays no rent and is not responsible for capital or physical improvements to the Burdened Property. Permittee is responsible for any tax assessed against Permittee arising out of the Parking Rights.

11. Non Waiver. No failure on the part of the Declarant or Permittee to insist upon the performance of any covenant, agreement, term or condition or to exercise any right or remedy contained herein shall constitute a waiver of such breach or of the requirement that such covenant, agreement, term or condition be complied with or performed. No waiver of any breach shall effect or alter this agreement with each covenant, term and condition continuing to be in full force and effect with respect to any then-existing or subsequent breach or performance obligation.



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12. Severability. If any provision of this Declaration or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

13. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties.

14. Laws and Regulations. Permittee, Permitted Users and Declarant will exercise best efforts to use the Burdened Property in compliance with all laws of the City of Spokane State of Washington and United States including all applicable rules and regulations issued pursuant to said laws.

15. Recording. Either Declarant or Permittee may elect to record this Declaration in its entirety or a notice thereof against both the Burdened Property and the Benefitted Property.

16. Parking Lot Management Declarant may elect to manage the use, operation, maintenance and repair of the Burdened Property through a responsible and experienced private operator.

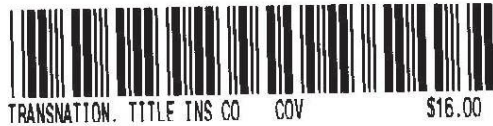
IN WITNESS WHEREOF, the parties have executed this Declaration as of the date first set forth above.

PERMITTEE:
Huckleberry Day Company

by [Signature]
its President

DECLARANT:
Inland Northwest Corporation

by [Signature]
its President

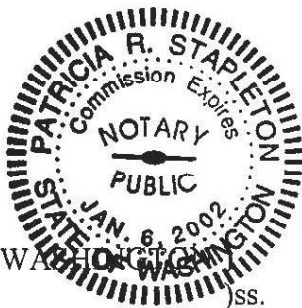


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STATE OF WASHINGTON)
)ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Donald K. Barbieri is the person who appeared before me, and said person acknowledged that s/he signed the instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the President of Huckleberry Bay Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated May 22, 2000.



STATE OF WASHINGTON)
)ss.
County of Spokane)

Patricia R. Stapleton

Print Name: Patricia R. Stapleton

Notary Public in and for the State of Washington,
residing at Spokane

My Commission expires: 01/06/2002

I certify that I know or have satisfactory evidence that Donald K. Barbieri is the person who appeared before me, and said person acknowledged that s/he signed the instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the President of Inland Northwest Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated May 22, 2000.



Patricia R. Stapleton

Print Name: Patricia R. Stapleton

Notary Public in and for the State of Washington,
residing at Spokane

My Commission expires: 01/06/2002



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EXHIBIT A
Legal Description of "Burdened Property"

A-1 Legal Description

That portion of the following described parcel of land lying Easterly of the West side of Howard Street:

A parcel of land located in the Southwest quarter of the Northeast quarter of Section 18, Township 25 North, Range 43 East, W.M., in the City of Spokane, Spokane County, Washington, bounded and described as follows:

Commencing at a point on the Westerly right-of-way line of Washington Street, 66 feet wide as now established, that is 20.0 feet normally distant Northerly from the East-West centerline of - said Section 18; thence along said Westerly line North 2°22'39" East, 154.3 feet to the Northeast corner of a parcel of land described as Parcel 2 and conveyed by Union Pacific Land Resources Corporation to the City of Spokane by Quit Claim Deed dated December 30, 1974 and recorded in Volume 215, Page 507, as Auditor's File No. 7412310097, Records of said County, said corner also being the **True Point of Beginning**;

Thence along the Northerly line of said deeded parcel and parallel with said East-West centerline, North 89°39'06" West, 575.77 feet to a point on the Northeasterly line of the 60 foot wide right-of-way of the former Great Northern Railway Company; thence along said Northeasterly line, North 53°21'06" West, 155.64 feet to a point on a non-tangent curve, concave Southwesterly, to which point a radial line bears North 77°15'18" East, 383.00 feet, said point being on the Easterly right-of-way line of Howard Street; thence Northwesterly, along said Easterly line and along said curve, through a central angle of 3°36'11", 24.08 feet; thence North 16°20'53" West, 3.90 feet to a point on the Southwesterly line of the second described parcel of land conveyed by the Seattle & Eastern Construction Company to the Union Depot Company of Spokane Falls by Deed dated September 3, 1889, filed for record November 2, 1889, in the Records of said County and State and identified in the Records of the Union Pacific Railroad Company as OWDA 3010; thence along said Southwesterly line, North 64°49'06" West, 253.96 feet to the most Westerly corner of said deeded parcel, said corner being 400.0 feet normally distant Northerly from the East-West centerline of said Section 18; thence parallel with said centerline, South 89°39'06" East, 947.00 feet, more or less, to a point on said Westerly right-of-way line of Washington Street; thence along said Westerly line, South 2°22'39" West, 225.95 feet, more or less, to the True Point of Beginning.

EXCEPTING THEREFROM a parcel of land located in the Southwest Quarter of the Northeast Quarter of Section 18, Township 25 North, Range 43 East, W.M., in the City of Spokane, County of Spokane, State of Washington, bounded and described as follows:

Commencing at a point on the Westerly right-of-way line of Washington Street, 66 feet wide as now established, that is 20.0 feet normally distant Northerly from the east-west centerline of said Section 18; thence along said Westerly line North 2°22'39" East, 154.3 feet to the Northeast



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corner of a parcel of land described as Parcel 2 and conveyed by Union Pacific Land Resources Corporation to the City of Spokane by Quit Claim Deed dated December 30, 1974 and recorded in Volume 215, Page 507, as Recording No. 7412310097, Records of said County, said corner also being the **True Point of Beginning**;

Thence along the northerly line of said deeded parcel and parallel with said east-west centerline, North 89°39'06" West, 175 feet; thence North 2°22'39" East to a point being 400.0 feet normally distant Northerly from the east-west centerline of said Section 18; thence parallel with said centerline South 89°39'06" East to a point on said Westerly right-of-way line of Washington Street; thence along said Westerly line, South 2°22'39" West 225.95 feet more or less to the True Point of Beginning.

A-2 Legal Description

The West 82.35 feet of Lots 5 and 6, AND Lots 7 and 8 EXCEPT the East 17.65 feet thereof, AND Lots 21, 22, 23, 24, 25, 26, 27, 28 and 29, AND Lots 53, 54, 55, 56, 57, 58, 59, AND Lots 63, 64, 65, 66, 67, 68, 69 and 70 in Block 6; AND Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 in Block 8 of KEYSTONE ADDITION, as per plat thereof recorded in Volume "A" of Plats, Page 16.

Situate in the City of Spokane, County of Spokane, State of Washington.



EXHIBIT B
Legal Description of "Benefited Property"

Lots 1, 2, 3, 4, 5, 6, and 7 in Block 8 of KEYSTONE ADDITION, as per plat thereof recorded in Volume "A" of Plats, Page 16.

AND, A parcel of land located in the Southwest Quarter of the Northeast Quarter of Section 18, Township 25 North, Range 43 East, W.M., in the City of Spokane, County of Spokane, State of Washington, bounded and described as follows:

Commencing at a point on the Westerly right-of-way line of Washington Street, 66 feet wide as now established, that is 20.0 feet normally distant Northerly from the east-west centerline of said Section 18; thence along said Westerly line North 2°22'39" East, 154.3 feet to the Northeast corner of a parcel of land described as Parcel 2 and conveyed by Union Pacific Land Resources Corporation to the City of Spokane by Quit Claim Deed dated December 30, 1974 and recorded in Volume 215, Page 507, as Recording No. 7412310097, Records of said County, said corner also being the **True Point of Beginning**;

Thence along the northerly line of said deeded parcel and parallel with said east-west centerline, North 89°39'06" West, 175 feet; thence North 2°22'39" East to a point being 400.0 feet normally distant Northerly from the east-west centerline of said Section 18; thence parallel with said centerline South 89°39'06" East to a point on said Westerly right-of-way line of Washington Street; thence along said Westerly line, South 2°22'39" West 225.95 feet more or less to the True Point of Beginning.

Situate in the City of Spokane, County of Spokane, State of Washington.



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AFTER RECORDING RETURN TO:
Richard Barbieri
201 W. North River Drive #100
Spokane, WA 99201

INDEXING INFORMATION

Grantor:	Inland Northwest Corporation
Grantee:	WestCoast Hospitality Limited Partnership
Short Legal Description:	PTN SW1/4 NE1/4 18-25-43 and PTNS. of BLK 6 & 8 of KEYSTONE ADD
Tax Parcel Nos.	35181.0032,4202,4203, 4206,4207, 4308,4224,4225,4226,4402,4406

**DECLARATION OF PROTECTIVE COVENANT
AND USE RESTRICTION**

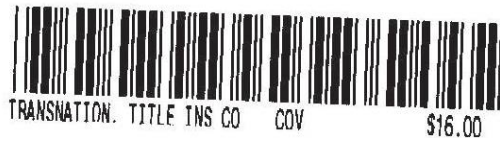
THIS DECLARATION is made this 25 day of May, 2000 by Inland Northwest Corporation, a Washington corporation ("Declarant").

RECITALS:

WHEREAS, Declarant as Seller and the City of Spokane, a municipal corporation of the State of Washington (utilizing its Spokane Parks and Recreation Department) as Purchaser have entered into that certain Option Agreement dated for reference purposes April 19, 1999 for the purchase and sale of the real property described on Exhibit A (the "Burdened Property") and the City has exercised its Option; and

WHEREAS, the Option Agreement specifies that the Burdened Property shall be acquired subject to the restriction of the use of the Burdened Property in perpetuity from use for or construction on it of any hotel, motel or overnight lodging establishment, with such restriction being enforceable by Declarant or Declarant's successors with every remedy available at law or in equity, including but not limited to injunction, monetary damages and recovery of costs of enforcement.

WHEREAS, Declarant, as evidenced by its signature below, has assigned the



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benefit of the restriction on use of the Burdened Property to its affiliate, WestCoast Hospitality Limited Partnership as owner of the real property described on Exhibit B (the "Benefited Property").

DECLARATION:

NOW, THEREFORE, in consideration of the purchase and sale of the Burdened Property, and with the express understanding that Declarant would not have entered into the sale of the Burdened Property without this Declaration, Declarant hereby declares that the Burdened Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and charges, each of which shall run with the Burdened Property and shall be binding on all parties having or acquiring any right, title or interest in the Burdened Property or any part thereof, and shall inure to the benefit of all parties having or acquiring any right, title or interest in the Benefited Property or any part thereof.

1. ***Covenant and Use Restriction.*** Declarant covenants, for itself and for its successors and assigns, and each of them, that no hotel, motel or overnight lodging establishment shall be erected or permitted to remain on the Burdened Property without the prior written consent of each of the owner(s) of the Benefited Property, which consent may be withheld or conditioned in the sole and absolute discretion of the owner(s) of the Benefited Property.

2. ***Remedies.*** Should any person violate or attempt to violate any of the provisions of this Declaration, any owner of the Benefited Property, at its option, but without obligation, shall have the full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provision, either to prevent the violation of such provision, to require the performance of such provision, or to recover damages sustained by reason of such violation. Failure by any owner of the Benefited Property to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No owner of the Benefited Property shall be deemed to have actual or constructive notice of any violation of any covenant set forth in Section 1 of this Declaration unless and until written notice requesting consent shall have been delivered to such owner in the manner required for service of process of the superior courts of the State of Washington.

3. ***Attorney Fees.*** If any owner of the Benefited Property brings any suit or action to enforce this Declaration, or to collect any damages, the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees and expenses of litigation at trial, and upon any appeal or petition for review thereof.

4. ***Remedies Cumulative.*** An election to pursue any remedy provided



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for a violation of this Declaration shall not prevent concurrent or subsequent exercise of any other remedy permitted hereunder. The remedies provided in this Declaration are not exclusive, but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law.

5. **Nonwaiver.** No waiver by any owner of the Benefited Property of any breach of any covenant or restriction in this Declaration or of any circumstances permitting any owner of the Benefited Property to seek any remedy under this Declaration shall be implied or inferred. No written waiver shall constitute a waiver of any other circumstance permitting any owner of the Benefited Property to seek any remedy, and no failure or delay on the part of any owner of the Benefited Property to exercise any right it may have by the terms hereof or by law upon the occurrence of any breach shall operate as a waiver of that or any other breach, nor as a modification of this Declaration.

6. **Construction.** The recitals and the Exhibits attached to this Declaration are a part of this Declaration, and are hereby incorporated by this reference. This Declaration shall be construed in accordance with the laws of the State of Washington. The article headings and captions are for convenience only and shall not be considered in any construction or interpretation of this declaration. If any ambiguity exists, the provision in question shall not be construed or interpreted for or against either party by reason of any rule of construction. If any term or provision of this Declaration or portion thereof shall, to any extent, become invalid or unenforceable either by operation of law, statute, or by court decree, the remainder of said term or provision as well as the remainder of this Declaration shall not be affected thereby, and each term and provision or portion thereof as well as the remainder of this declaration shall be valid and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first set forth above.

DECLARANT:

Inland Northwest Corporation

by 
its President



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STATE OF WASHINGTON)
)ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Donald K. Barbieri is the person who appeared before me, and said person acknowledged that s/he signed the instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the President of Inland Northwest Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated May 22, 2000.



Patricia R. Stapleton
Print Name: Patricia R. Stapleton
Notary Public in and for the State of
Washington, residing at Spokane
My Commission expires: 01/06/2002



EXHIBIT A
Legal Description of "Burdened Property"

A-1 Legal Description

That portion of the following described parcel of land lying Easterly of the West side of Howard Street:

A parcel of land located in the Southwest quarter of the Northeast quarter of Section 18, Township 25 North, Range 43 East, W.M., in the City of Spokane, Spokane County, Washington, bounded and described as follows:

Commencing at a point on the Westerly right-of-way line of Washington Street, 66 feet wide as now established, that is 20.0 feet normally distant Northerly from the East-West centerline of said Section 18; thence along said Westerly line North 2°22'39" East, 154.3 feet to the Northeast corner of a parcel of land described as Parcel 2 and conveyed by Union Pacific Land Resources Corporation to the City of Spokane by Quit Claim Deed dated December 30, 1974 and recorded in Volume 215, Page 507, as Auditor's File No. 7412310097, Records of said County, said corner also being the **True Point of Beginning**;

Thence along the Northerly line of said deeded parcel and parallel with said East-West centerline, North 89°39'06" West, 575.77 feet to a point on the Northeasterly line of the 60 foot wide right-of-way of the former Great Northern Railway Company; thence along said Northeasterly line, North 53°21'06" West, 155.64 feet to a point on a non-tangent curve, concave Southwesterly, to which point a radial line bears North 77°15'18" East, 383.00 feet, said point being on the Easterly right-of-way line of Howard Street; thence Northwesterly, along said Easterly line and along said curve, through a central angle of 3°36'11", 24.08 feet; thence North 16°20'53" West, 3.90 feet to a point on the Southwesterly line of the second described parcel of land conveyed by the Seattle & Eastern Construction Company to the Union Depot Company of Spokane Falls by Deed dated September 3, 1889, filed for record November 2, 1889, in the Records of said County and State and identified in the Records of the Union Pacific Railroad Company as OWDA 3010; thence along said Southwesterly line, North 64°49'06" West, 253.96 feet to the most Westerly corner of said deeded parcel, said corner being 400.0 feet normally distant Northerly from the East-West centerline of said Section 18; thence parallel with said centerline, South 89°39'06" East, 947.00 feet, more or less, to a point on said Westerly right-of-way line of Washington Street; thence along said Westerly line, South 2°22'39" West, 225.95 feet, more or less, to the True Point of Beginning.

EXCEPTING THEREFROM a parcel of land located in the Southwest Quarter of the Northeast Quarter of Section 18, Township 25 North, Range 43 East, W.M., in the City of Spokane, County of Spokane, State of Washington, bounded and described as follows:



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Commencing at a point on the Westerly right-of-way line of Washington Street, 66 feet wide as now established, that is 20.0 feet normally distant Northerly from the east-west centerline of said Section 18; thence along said Westerly line North 2°22'39" East, 154.3 feet to the Northeast corner of a parcel of land described as Parcel 2 and conveyed by Union Pacific Land Resources Corporation to the City of Spokane by Quit Claim Deed dated December 30, 1974 and recorded in Volume 215, Page 507, as Recording No. 7412310097, Records of said County, said corner also being the **True Point of Beginning**;

Thence along the northerly line of said deeded parcel and parallel with said east-west centerline, North 89°39'06" West, 175 feet; thence North 2°22'39" East to a point being 400.0 feet normally distant Northerly from the east-west centerline of said Section 18; thence parallel with said centerline South 89°39'06" East to a point on said Westerly right-of-way line of Washington Street; thence along said Westerly line, South 2°22'39" West 225.95 feet more or less to the True Point of Beginning.

A-2 Legal Description

The West 82.35 feet of Lots 5 and 6, AND Lots 7 and 8 EXCEPT the East 17.65 feet thereof, AND Lots 21, 22, 23, 24, 25, 26, 27, 28 and 29, AND Lots 53, 54, 55, 56, 57, 58, 59, AND Lots 63, 64, 65, 66, 67, 68, 69 and 70 in Block 6; AND Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 in Block 8 of KEYSTONE ADDITION, as per plat thereof recorded in Volume "A" of Plats, Page 16.

Situate in the City of Spokane, County of Spokane, State of Washington.



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EXHIBIT B
Legal Description of "Benefited Property"

B-1 Legal Description

A parcel of land situated in the East half of Section 18, Township 25 North, Range 43 East, W.M., in the City of Spokane, Spokane County, Washington, more particularly described as follows:

Commencing at the East quarter corner of said Section 18; thence along the East line of said Section, South 0E11'49" West, a distance of 459.90 feet, more or less, to the Northeasterly corner of that certain parcel of land conveyed by Percy B. Thompson to the Spokane International Railway Company by Quit Claim Deed dated December 12, 1905, recorded December 14, 1905, in Volume 164, Page 587, records of Deeds of said County; thence along the Northerly line of said deeded parcel, North 89E39'21" West 194.31 feet; thence North 89E18'30" West 330.69 feet; thence North 78E46'00" West 183.02 feet; thence North 74E06'30" West 29.00 feet, to the **True Point of Beginning**;

Thence continuing North 74E06'30" West, a distance of 116.65 feet; thence South 84E00'30" West 68.13 feet; thence North 73E51'00" West 295.35 feet; thence North 80E51'15" West 149.99 feet; thence North 78E32'15" West 110.96 feet; thence North 79E10'30" West 114.06 feet, more or less, to the Easterly right of way line of Washington Street; thence North 16E23'00" East along said Easterly line, 25.28 feet; thence North 2E19'00" East along said Easterly line, 400.43 feet to a point which is 178.33 feet Northerly of the East-West centerline of said Section 18; thence South 89E34'53" East 770.00 feet; thence South 0E25'07" West 350.00 feet; thence South 89E34'53" East 43.54 feet to a point lying North 0E25'07" East from the True Point of Beginning; thence South 0E25'07" West 242.72 feet, more or less, to the Point of Beginning;

EXCEPTING THEREFROM all that portion lying within the bounds of North River Drive, as conveyed to the City of Spokane.



B-2 Legal Description

PARCEL "A"

That portion of Block 13, FIRST ADDITION TO SINTO ADDITION, according to plat recorded in Volume "A" of Plats, Page 186, in the City of Spokane, Spokane County, Washington, and vacated streets adjoining and that portion of the Southwest quarter of Section 17, Township 25 North, Range 43 East, W.M., in the City of Spokane, Spokane County, Washington, described as follows:

Beginning at a point on the East line of Division Street, which is 40 feet East and 170 feet South of the West quarter corner of said Section 17; thence due East, at right angles to Division Street, 42.20 feet to the point of curve of a 310.00 foot radius curve left whose central angle is 64E00'00"; thence along the arc of said curve left, 360.73 feet to a point on the North line of the Southwest quarter of said Section 17; thence South 89E28'00" East, along said North line, 57.36 feet to the extended centerline of vacated Ruby Street; thence North 0E33'30" East, along said centerline, 120.31 feet; thence North 26E00'00" East, 150.00 feet; thence South 49E00'00" East 410 feet, more or less, to a point on the mean high water line of the North bank of the Spokane River; thence Southwesterly along said mean high water line to a point on the East line of Division Street, which bears due South from the Point of Beginning; thence North 318 feet, more or less, to the Point of Beginning.

PARCEL "B"

That portion of Blocks 13 and 14, FIRST ADDITION TO SINTO ADDITION, according to plat recorded in Volume "A" of Plats, Page 186, in the City of Spokane, Spokane County, Washington, vacated streets, and a part of Spokane Falls and Northern Railway Yards, lying in the West half of Section 17, Township 25 North, Range 43 East, W.M., in the City of Spokane, Spokane County, Washington, more particularly described as follows:

Commencing at the West quarter corner of said Section 17; thence South 89E28'00" East, along the South line of the Northwest quarter of said Section 17, 412.65 feet to the extended centerline of vacated Ruby Street; thence North 0E33'30" East, along said centerline, 120.31 feet; thence North 26E00'00" East, 150.00 feet to the **True Point of Beginning;**

Thence continuing North 26E00'00" East, 196.70 feet; thence South 49E00'00" East, 380 feet, more or less, to a point on the mean high water line of the North bank of the Spokane River; thence Southwesterly, along said mean high water line, to a point which bears South 49E00'00" East, from the True Point of Beginning; thence North 49E00'00" West, 410 feet, more or less, to the True Point of Beginning.

PARCEL "C"



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That portion of Spokane Falls and Northern Railway Yards, lying in the Southwest quarter of Section 17, Township 25 North, Range 43 East W.M., in the City of Spokane, Spokane County, Washington, more particularly described as follows:

Commencing at the West quarter corner of said Section 17; thence South 89E28'00" East, along the North line of the Southwest quarter of said Section 17, 40.00 feet to the **True Point of Beginning**;

Thence continuing South 89E28'00" East, 240.21 feet to a point on the Northwesterly line of North River Drive, said point being on the arc of a 250.00 foot radius curve whose radius point bears North 49E32'15" West; thence Southwesterly, along the arc of said curve, 216.14 feet to the Point of Tangent; thence West 35.00 feet; thence North 45E00'00" West, 21.21 feet to a point on the East line of Division Street; thence North along said East line, 75.00 feet to the True Point of Beginning.



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CITY OF SPOKANE
Name _____
Address 808 W. Spokane Falls Blvd. 7th Floor
City, State, Zip Spokane, Wa. 99201

226421mp
Reference# (If applicable): 226421
Grantor(s):(1) INLAND NORTHWEST CORP. (2)
Grantee(s):(1) CITY OF SPOKANE (2)
Addit. Grantor(s) on pg. Addit. Grantee(s) on pg.
Legal Description(abbr.): PTN SW1/4 NE 1/4 18-25-43 & PTNS.OF BLK 6&8
Assessor's Tax Parcel ID# Acct #35181.0032; 35181.4202,4203,4206,4207,4208,

STATUTORY WARRANTY DEED

THE GRANTOR INLAND NORTHWEST CORPORATION, FORMERLY KNOWN AS INLAND NORTHWEST DAIRIES, A WASHINGTON CORPORATION for and in consideration of TEN AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION, in hand paid, conveys and warrants to CITY OF SPOKANE, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, (utilizing its Spokane Parks and Recreation Department), the following described real estate, situated in the County of SPOKANE, State of Washington:

See Legal Description attached hereto and marked Exhibit "A".

SUBJECT TO:

PARTY WALL AGREEMENT - REC. 1/16/40 #4212461 PARCEL B
MATTERS SET FORTH BY SURVEY REC. 12/4/85 -6/2/89 & 2/20/90 REC.#
8512040124, 8960220208 & 9002200147 PARCEL B
RESERVATIONS CONTAINED IN BARGIN & SALE DEED REC. 6/19/90 REC.
#9006190210
WIRE LINE AGREEMENT - REC. 1/19/90 REC.#9006190211
PIPE LINE CROSSING AGREEMENT-REC. 6/19/90 REC.#9006190211
BOUNDARY LINE ADJUSTMENT #91,80-REC. 12/4/91 REC.#9112040109
EASEMENT AND THE TERMS AND CONDITIONS-WWP CO.
REC. 5/28/92 REC.#9205280308
AGREEMENT AND EASEMENT FOR ACCESS,UTILITIES BUILDING ENCROACHMENT
REC. 5/22/00 REC.#4482730
DECLARATION OF COVENANT FOR PARKING USE
REC. 5/22/00 REC.#4482729
DECLARATION OF PROTECTIVE COVENANT AND USE RESTRICTION
REC. 5/22/00 REC.#4482730
Dated: May 23, 2000

INLAND NORTHWEST CORPORATION, FORMERLY KNOWN AS INLAND NORTHWEST DAIRIES A WASHINGTON CORPORATION

BY: [Signature]
BY: its Vice President



Transnation
A LANDAMERICA COMPANY

TRANSACTION TITLE INSURANCE COMPANY

Form 7176-3 (Rev. 12-96)

05/25/2000 MCD

\$2.00 200006982



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STATE OF WASHINGTON

County of Spokane

On this 23 day of May, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard L. Barbieri and Vice President and Secretary, respectively, of Inland Northwest Corp.

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written

M. Howard
Notary Public in and for the State of Washington,
residing at Spokane
My appointment expires: 7-25-01

ACKNOWLEDGMENT, CORPORATION
Form 5999-9 (Rev. 12-96)





LEGAL DESCRIPTION

PARCEL A:

That portion of the following described parcel of land lying Easterly of the West side of Howard Street;

A parcel of land located in the Southwest quarter of the Northeast quarter of Section 18, Township 25 North, Range 43 East, W.M., bounded and described as follows:

COMMENCING at a point on the Westerly right of way line of Washington Street, 66 feet wide as now established that is 20.0 feet normally distant Northerly from the East-West centerline of said Section 18; thence along said Westerly line North $2^{\circ}22'39''$ East, 154.3 feet to the Northeast corner of a parcel of land described as Parcel 2 and conveyed by Union Pacific Land Resources Corporation to the City of Spokane by Quit Claim Deed dated December 30, 1974 and recorded in Volume 215, Page 507, as Auditor's File No. 7412310097, Records of said County, said corner also being the True Point of Beginning; thence along the Northerly line of said deeded parcel and parallel with said East-West centerline, North $89^{\circ}39'06''$ West, 575.77 feet to a point on the Northeasterly line of the 60 foot wide right of way of the former Great Northern Railway Company; thence along said Northeasterly line, North $53^{\circ}21'06''$ West, 155.64 feet to a point on a non-tangent curve, concave Southwesterly, to which point a radial line bears North $77^{\circ}15'18''$ East, 383.00 feet, said point being on the Easterly right of way line of Howard Street; thence Northwesterly, along said Easterly line and along said curve, through a central angle of $3^{\circ}36'11''$, 24.08 feet; thence North $16^{\circ}20'53''$ West, 3.90 feet to a point on the Southwesterly line of the second described parcel of land conveyed by the Seattle & Eastern Construction Company to the Union Depot Company of Spokane Falls by Deed dated September 3, 1889, filed for record November 2, 1889, in the Records of said County and State and identified in the Records of the Union Pacific Railroad Company as OWDA 3010; thence along said Southwesterly line, North $64^{\circ}49'06''$ West, 253.96 feet to the most Westerly corner of said deeded parcel, said corner being 400.0 feet normally distant Northerly from the East-West centerline of said Section 18; thence parallel with said centerline, South $89^{\circ}39'06''$ East, 947.00 feet, more or less, to a point on said Westerly right of way line of Washington Street; thence along said Westerly line, South $02^{\circ}22'39''$ West, 225.95 feet, more or less, to the True Point of Beginning;

EXCEPTING THEREFROM a parcel of land located in the Southwest quarter of the Northeast quarter of Section 18, Township 25 North, Range 43 East, W.M., bounded and described as follows:

Parcel A cont.

Parcel A cont.

COMMENCING at a point on the Westerly right of way line of Washington Street, 66 feet wide as now established, that is 20.0 feet normally distant Northerly from the East-West centerline of said Section 18; thence along said Westerly line North 2°22'39" East, 154.3 feet to the Northeast corner of a parcel of land described as Parcel 2 and conveyed by Union Pacific Land Resources Corporation to the City of Spokane by Quit Claim Deed dated December 30, 1974 and recorded in Volume 215, Page 507, as Recording No. 7412310097, records of said county, said corner also being the True Point of Beginning; thence along the Northerly line of said deeded parcel and parallel with said East-West centerline, North 89°39'06" West, 175 feet; thence North 2°22'39" East, to a point being 400.0 feet normally distant Northerly from the East-West centerline of said Section 18; thence parallel with said centerline South 89°39'06" East, to a point on said Westerly right of way line of Washington Street; thence along said Westerly line, South 2°22'39" West, 225.95 feet more or less to the True Point of Beginning;

EXCEPT Howard Street;

Situate in the City of Spokane, County of Spokane, State of Washington.

(Parcel No. 35181.0032)
[Abbreviated Description: PTN SW1/4 NE1/4 18-25-43]

PARCEL B:

The West 82.35 feet of Lots 5 and 6, AND Lots 7 and 8, EXCEPT the East 17.65 feet thereof, AND Lots 21, 22, 23, 24, 25, 26, 27, 28 and 29, AND Lots 53, 54, 55, 56, 57, 58, 59 and Lots 63, 64, 65, 66, 67, 68, 69 and 70 in Block 6, AND Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 in Block 8 of KEYSTONE ADDITION as per plat thereof recorded in Volume "A of Plats, Page 16;

Situate in the City of Spokane, County of Spokane, State of Washington.

(Parcel Nos. 35181.4202, 4203, 4206, 4207, 4208, 4224, 4225, 4226, 4402, 4406)

(Abbreviated Legal: PTNS. OF BLK 6 & 8 OF KEYSTONE ADD)



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PARCEL C:

Easement for access, utilities building encroachment as set forth in document recorded May 22, 2000 under Recording No. 4472728 described as follows:

The South 60 feet of the following described property:

A parcel of land located in the Southwest quarter of the Northeast quarter of Section 18, Township 25 North, Range 43 East, W.M., bounded and described as follows:

COMMENCING at a point on the Westerly right of way line of Washington Street, 66 feet wide as now established, that is 20.0 feet normally distant Northerly from the East-West centerline of said Section 18; thence along said Westerly line North 2°22'39" East, 154.3 feet to the Northeast corner of a parcel of land described as Parcel 2 and conveyed by Union Pacific Land Resources Corporation to the City of Spokane by Quit Claim Deed dated December 30, 1974 and recorded in Volume 215, Page 507, as Recording No. 7412310097, records of said county, said corner also being the True Point of Beginning; thence along the Northerly line of said deeded parcel and parallel with said East-West centerline, North 89°39'06" West, 175 feet; thence North 2°22'39" East, to a point being 400.0 feet normally distant Northerly from the East-West centerline of said Section 18; thence parallel with said centerline South 89°39'06" East, to a point on said Westerly right of way line of Washington Street; thence along said Westerly line, South 2°22'39" West, 225.95 feet more or less to the True Point of Beginning;

Situate in the City of Spokane, County of Spokane, State of Washington.
